

TIPS VENDOR AGREEMENT (JOC)

Between HITT Contracting Inc. and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RCSP 211001 Job Order Contracting

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as “TIPS” respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The Vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor’s proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

A Purchase Order, Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addenda to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addenda possible.

Terms and Conditions

Conflicts with RS Means Unit Price Book

If the terms of the solicitation referenced RS Means Unit Price Book occur, the RS Means Book shall control if it determines the legality of the solicitation award as it relates to the requisite Means Unit Price Book.

Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell, or an authorized dealer, distributor or manufacturer for all products offered for sale to TIPS Members. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a contract, agreement, or purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion. Vendor accepts and understands that when a purchase order or similar purchase document is sent from a customer through TIPS to the Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the purchase order or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific order. Vendor agrees that any purchase order or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a purchase order or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the vendor has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

Davis Bacon Act

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings or as otherwise required by applicable statute or regulation.

Other Wage Rates

Other wage rates may be required by some TIPS Members and acceptance of a project by the Vendor may require the Vendor to comply with the TIPS Member's required wage rate.

Tax exempt status

Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately **two (2) years** with an option for renewal extension for an additional **three (3)** consecutive **one (1) year** terms. The **first** renewal extension year shall be automatic unless the awarded vendor notifies TIPS of its objection to the first additional **one (1) year** renewal extension. If TIPS offers the **second and third one (1) year renewal extension terms**, the vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base term. Whether or not to offer the renewal extension years is at the sole discretion of TIPS.

“Start Date” for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “start date” is the last day of the month that Award Notifications are anticipated as published in the Solicitation.

Example: *If the anticipated award date published in the Solicitation is August 27, 2020 but extended negotiations delay award until September 24, 2020 the end date of the resulting initial “two-year” term Agreement, (which is subject to an extension(s)) will still be August 31, 2022.*

“Termination Date”: The scheduled Agreement “termination date” shall be the last day of the month of the month of the Original Solicitation’s Anticipated Award Date plus **two** years.

Example: *If the original term is approximately two years, and the solicitation provides an anticipated award date of August 27, 2020, the expiration date of the original two-year term shall be August 31, 2022.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be August 31, 2023.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

Total term of Agreement can be up to the number of years provided in the solicitation or as limited by statute.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

The awarded Vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxx." Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order or contract by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Pricing

Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase, except any price changes related to the, then current, RS Means Unit Price Book is valid. Price of a specific Job Order Contract proposal to a TIPS Member shall not change within 60 days of date of proposal as a result of an updated RS Means Unit Price Book unless agreed by the TIPS Member. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly

basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that

any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Form of Agreement and Reporting

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal to the TIPS Member. TIPS does not require a review a TIPS Member's Job Order contract TYPE AIA or other similar Contract provided by the TIPS Member. This clause does not relieve the Vendor from the responsibility to report the contract execution and the amount of the contract and any change orders.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

Survival Clause

All applicable software license agreements, warranties, service agreements or any supplemental agreement that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this Solicitation and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-complying conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect

of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Bonding

Proposer must provide a current letter, issued on or after the date on which this Solicitation was posted, from their Surety company(ies) that specify the bonding capacity of the proposer. Bonding surety must be authorized to do business in the State of Texas and be listed on the Department of the Treasury's Listing of Approved Sureties (Department Circular 570) Bonding capabilities documentation must be scanned and uploaded to the "Response Attachments" BONDING section.

Professional Engineering and Architect's Services

Professional Engineering and Architect's Services are not permitted to be provided under this Agreement. Texas statutes prohibit the procurement of Professional Engineering and Architect's Services through a cooperative agreement.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member, Member's design professionals and Vendor. It is permitted for the TIPS Member to provide a general scope description, but the awarded vendor should provide a written scope of work, and if applicable, according to the TIPS Member's design Professional as part of the proposal. Once the scope of the job is agreed to, the TIPS Member will issue a PO and/or an Agreement or Contract with the Job Order Contract Proposal referenced or as an attachment along with bond and any other special provisions agreed by the TIPS Member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and/or an Agreement or Contract and shall take precedence over those in this base TIPS Vendor Agreement.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded vendor under this Agreement when the TIPS Member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall make contact with the TIPS Member as soon as possible, but must make contact with the TIPS Member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) may be accomplished when the TIPS Member issues a Purchase Order and/or an Agreement or Contract that will serve as "the notice to proceed" as agreed by the Vendor and the TIPS Member. The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS Member or a designated representative of the TIPS Member inspect the work for acceptance under the scope and terms in the Purchase Order and/or Agreement or Contract. The TIPS Member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS Member will issue a completion

notice and final payment will be issued per the contractual requirements of the project with the TIPS Member. Any Construction contract prepared by the TIPS Member's Legal Counsel may alter the terms of this subsection, "Scheduling of Projects".

Bonding

When applicable, and depending on the laws of the TIPS member's jurisdiction, performance and payment bonds will be required on construction or labor required jobs and awarded contractor will meet the TIPS member's local and state purchasing requirements. In Texas, Performance Bonds are required when the project is valued at greater than \$100,000 and Payment Bonds on jobs over \$25,000. Awarded contractors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order/contract.

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives may assist, at TIPS sole discretion, in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Incorporation of Solicitation

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

Certifications.

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. **Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement.** For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

I certify that our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that pursuant to Texas Business and Commerce Code Chapter 272, as revised September 1, 2017, any construction contract or agreement as defined in the Statute with a TIPS, Education Service Center Region 8 or a Texas TIPS Member subject to the Statute shall include a Choice of Law provision providing that this agreement shall be subject to and interpreted by the Laws of the State of Texas without regard to any conflict of laws principles for any action shall be in a court of competent jurisdiction in Texas and any arbitration shall be in the State of Texas. Pursuant to the Texas Business and Commerce Code, as amended by the 85th Texas Legislature, this Construction Agreement for Job Order Contract services is, in the event of a dispute between the parties, subject to interpretation according to the Laws of the state of Texas only, without regard to any conflict of laws principles. Venue for any alternative dispute resolution procedure or process shall be in the state of Texas. If the dispute is litigated, venue and jurisdiction shall be in a court of competent jurisdiction in the state of Texas. Pursuant to 85th Texas Legislative H.B. 3270, as it applies to Texas Education Code § 22.0834 et seq, the Vendor shall comply with all relevant sections related to student contact, background checks, fingerprinting and other related requirements.

It is the intent of TIPS to award to reliable, high performance vendors to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Agreements:**

All vendor Purchase Orders and/or Agreements/Contracts must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within three business days and confirm its receipt with TIPS.

- **Promotion of Agreement:**

It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor, bypassing the TIPS Agreement when the Member has requested the TIPS agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.

TIPS Vendor Agreement Signature Form

RCSP 211001 Job Order Contracting (JOC)

Company Name HITT Contracting Inc.

Address 2900 Fairview Park Drive

City Falls Church State VA Zip 22042

Phone 703.846.9000 Fax 703.846.9110

Email of Authorized Representative mfilipowicz@hitt-gc.com

Name of Authorized Representative Mitch Filipowicz

Title Senior Vice President

Signature of Authorized Representative 

Date 11/22/2021

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 1/27/2022

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



211001 Addendum 1 HITT Contracting HITT Contracting Supplier Response

Event Information

Number: 211001 Addendum 1

Title: Job Order Contracting

Type: Request for Proposal

Issue Date: 10/7/2021

Deadline: 11/22/2021 03:00 PM (CT)

Notes: Dear potential TIPS Vendor,

As you review the solicitation information, you are probably looking for detailed job specifications and a scope of work for which to submit a proposal. Because of the way TIPS and most other purchasing cooperatives procure contracts, there is no specific project to award. TIPS awards an IDIQ contract, where IDIQ is an abbreviation of the term "Indefinite Delivery/Indefinite Quantity". This is a type of contract that provides for an indefinite quantity of supplies or services during a fixed period of time or life of the awarded agreement. This RCSP/solicitation was issued as a prospective award for a pricing agreement to be used when a TIPS member entity needs the goods or services offered under the agreement in the different categories of solicitations. If you have any additional questions, please don't hesitate to reach out to us here at TIPS!

Contact Information

Address: Region VIII Education Service Center
Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

HITT Contracting Information

Contact: Mitch
Address: 2900 Fairview Park Dr.
Falls Church, VA 22042
Phone: (703) 846-9000
Fax: (703) 846-9110
Email: mfilipowicz@hitt-gc.com
Web Address: www.hitt.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Michael J. Filipowicz

Signature

Submitted at 11/22/2021 9:13:37 AM

mfilipowicz@hitt-gc.com

Email

Supplier Note

Best method to contact HITT is cell phone Mitch 703 930 1983 or email mfilipowicz@hitt-gc.com. Any time of day or night is OK... we're here to help.

Requested Attachments

Vendor Agreement

Vendor Agreement JOC 211001.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.
DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form

Agreement Signature Form 211001 JOC.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

Reference Form

HITT_Reference_Form 211001 JOC.xls

Valid Reference Email addresses are REQUIRED on the spreadsheet. The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Proposed Goods and Services

HITT General Overview_Proposed Goods and Services.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

Warranty

HITT_Warranty Information.pdf

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Supplementary

HITT Safety and COVID.pdf

Supplementary information can be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

All Other Certificates

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

Reversed HITT Logo_2015.png

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 350 x 350 pixel - .png, .eps, .jpg preferred.

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

Certification of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A CORPORATION

CERTIFICATION_OF_CORPORATE_OFFERER_FORM.pdf

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL, "disclosure Form to Report Lobbying,"

No response

If you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Claim Form

HITT CONFIDENTIALITY CLAIM FORM 211001.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Bonding Capacity Letter from Surety/Insurance Company

HITT - Surety Bonding Qualification Letter 10-1-21.pdf

Attach the Bonding Capacity Letter from Surety/Insurance Company. If you do not have one available at time of proposal, attached a letter stating it will be submitted when received to prove bonding capacity. No award can be made until official bonding capacity letter is received by TIPS.

Current W-9 Tax Form

2021 HITT Form W-9 with Remittance Address_01.04.2021 (1).pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

OPTIONAL PRICING EXHIBIT XACTIMATE UNIT PRICE BOOK

No response

PROPOSERS MAY SUBMIT ATTACHMENT ENTITLED "Optional Pricing Exhibit Xactimate Unit Price Book" AS AN ADDITIONAL PRICING METHOD TO THE REQUIRED RS MEANS METHOD. You may not offer Xactimate Pricing in lieu of RS Means Pricing and doing so will disqualify you. If you submit Xactimate as an additional option for pricing, it will be averaged with the score assigned for RS Means to arrive at your final pricing score during evaluation of your proposal.

Bid Attributes

1 Yes - No

Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.

No

2 Yes - No

Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <https://comptroller.texas.gov/purchasing/vendor/hub/>.

Proof may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.

No

3 Yes - No

The Vendor can provide services and/or products to all 50 US States?

No

4 States Served:

If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)

ALL 48 Contiguous States can be served; not Alaska or Hawaii.

5 Company and/or Product Description:

This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

General Construction Contracting; all project sizes and types; we specialize in IDIQ projects with unique scopes and aggressive schedules.

6 Primary Contact Name

Primary Contact Name

Mitch Filipowicz

7 Primary Contact Title

Primary Contact Title

Senior Vice President

8 Primary Contact Email

Primary Contact Email

mfilipowicz@hitt-gc.com

9 Primary Contact Phone

Enter 10 digit phone number. (No dashes or extensions)

Example: 8668398477

7038469000

10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7038469110"/>
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11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7039301983"/>
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12	Secondary Contact Name Secondary Contact Name <input type="text" value="Richard Ruckman"/>
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13	Secondary Contact Title Secondary Contact Title <input type="text" value="Project Executive"/>
-----------	---

14	Secondary Contact Email Secondary Contact Email <input type="text" value="rruckman@hitt-gc.com"/>
-----------	--

15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7038469000"/>
-----------	--

16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7038469110"/>
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17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5712373034"/>
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18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Richard Ruckman"/>
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19	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="rruckman@hitt-gc.com"/>
-----------	--

20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7038469000"/>
-----------	--

21	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Richard Ruckman"/>
-----------	--

22	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="rruckman@hitt-gc.com"/>
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23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7038469000"/>
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24	Company Website Company Website (Format - www.company.com) <input type="text" value="www.hitt.com"/>
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25	Entity D/B/A's and Assumed Names Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award. <input type="text" value="HITT Contracting Inc"/>
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26	Primary Address Primary Address <input type="text" value="2900 Fairview Park Dr."/>
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27	Primary Address City Primary Address City <input type="text" value="Falls Church"/>
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28	Primary Address State Primary Address State (2 Digit Abbreviation) <input type="text" value="VA"/>
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29	Primary Address Zip Primary Address Zip <input type="text" value="22042"/>
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30 Search Words:

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

HITT, Hitt

31 Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

Most of our members receive Federal Government grants or other funding and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200, etc. Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your company.

Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you?

Yes

32 Yes - No

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

No

33 Company Residence (City)

Vendor's principal place of business is in the city of?

Falls Church, Fairfax County

34 Company Residence (State)

Vendor's principal place of business is in the state of?

VA

35 TIPS administration fee

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

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Yes - No

Vendor agrees to remit to TIPS the required administration fee?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

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PRICING OF Regular Hours Coefficient

What is your regular hours coefficient for the RS Means Price Book?

Remember that this is a ceiling price proposed. You can discount lower than your proposed contract coefficient, but not higher.

This is one of three pricing questions that are required for consideration for award on this solicitation. Please consider your answer carefully. An explanation of the TIPS scoring of pricing is included in the attachments for your information.

The below is an Example of how pricing model works (not intended to influence your proposed coefficient, you should propose a coefficient that you determine is right for your business):

To propose the exact pricing as the RS Means Unit Price Book, you would insert a 1.0 and to propose a 5% discount for the RS Means Price Book would be a .95 regular hours coefficient and so on.

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PRICING OF After Hours Coefficient

What is your after hours coefficient for the RS Means Price Book for work performed after normal working hours?

Remember that this is a ceiling price proposed. You can discount to any TIPS Member customer a lower coefficient than your proposed contract coefficient, but not higher.

This is one of three pricing questions that are required for consideration for award on this solicitation. Please consider your answer carefully. An explanation of the TIPS scoring of pricing titled "Pricing Coefficient Instruction" is included in the attachments for your information.

The below is an EXAMPLE of how the pricing model works (It is not intended to influence your proposed coefficient, you should propose a coefficient that you determine is reasonable for your business for the life of the contract):

The most common after hours coefficient is time and a half of the RS Means Unit Price Book prices. To illustrate this coefficient, if your regular hours coefficient is .95, your after hours coefficient would be 1.45.

39 PRICING for Markup of Non-Prepriced Items in RS Means Unit Price Book

What is your proposed Markup Percentage on materials not found in the RS Means Price Book?

If any materials being utilized for a project cannot be found in the RS Means Price Book, this question is what is the markup percentage on those materials?

When answering this question please insert the number that represents your percentage of proposed markup. Example: if you are proposing a 30 percent markup, please insert the number "30".

Remember that this is a ceiling markup. You may markup a lesser percentage to the TIPS Member customer when pricing the project, but not a greater percentage.

EXAMPLE: You need special materials that are not in the RS Means Unit Price Book for a project. You would buy the materials and mark them up to the TIPS Member customer by the percentage you propose in this question. If the materials cost you, the contractor, \$100 and you proposed a markup on this question for the material of 30 percent, then you would charge the TIPS Member customer \$130 for the materials.

40 Yes - No

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

41 Years in Business as Proposing Company

Years in business as proposing company?

42 Right of Refusal

The proposing vendor has the right not to sell under the awarded agreement with a TIPS member at vendor's discretion unless required by law.

43 NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

4 4 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ -Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS. The Form CIQ is one of the attachments to this solicitation.

There is an optional upload for this form provided if you have a conflict and must file the form

4 5 Filing of Form CIQ

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

4 6 Regulatory Standing

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

4 7 Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

4 8 Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that:

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

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Suspension or Debarment Instructions

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

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Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Yes

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Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

Yes, I certify (Yes)

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2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

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2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

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2 CFR PART 200 Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

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2 CFR PART 200 Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

5 6 2 CFR PART 200 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

5 7 2 CFR PART 200 Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$250,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

5 8 2 CFR PART 200 Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

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2 CFR PART 200 Rights to Inventions

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

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2 CFR PART 200 Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, class, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

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2 CFR PART 200 Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

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2 **2 CFR PART 200 Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree?

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3 **2 CFR PART 200 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

[Applicable ONLY to contracts in excess of \$100,000 involving mechanics or laborers.] Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on qualifying contracts, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by the District resulting from this procurement process.

Does vendor agree?

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4 **Certification Regarding Lobbying**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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5 **Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"**

ONLY IF you answered "I HAVE Lobbied per above" to the above Attribute, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

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6 **Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

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ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?

ONLY IF YES TO THE ABOVE QUESTIONS OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

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Davis-Bacon Act compliance.

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part S, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act {40 U.S.C. 314S), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

BY SUBMITTING A PROPOSAL FOR THIS SOLICITATION, the Vendor agrees, AS REQUIRED BY LAW, to comply with the Davis Bacon Act, IF APPLICABLE.

69 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

By submitting a proposal to this solicitation and IF the customer is utilizing federal funds as described above, the Vendor agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

70 Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

Do you agree to these terms?

Yes, I Agree (Yes)

71 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

72 Remedies Explanation of No Answer

Mediation of similar actions shall be held in the jurisdiction of the project or the client; i.e. not in TIPS jurisdiction and not in HITT's jurisdiction - at the place of the work dispute.

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3** **Choice of Law**
The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.
THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?
 Yes, I Agree (Yes)

**7
4** **Venue, Jurisdiction and Service of Process**
Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?
 Disagree

**7
5** **Alternative Dispute Resolution Explanation of No Answer**

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6** **Infringement(s)**
The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

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7** **Infringement(s) Explanation of No Answer**

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8** **Acts or Omissions**
The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.

Do you agree to these terms?

7 Acts or Omissions Explanation of No Answer

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No response

8 Contract Governance

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Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes, I Agree (Yes)

8 Payment Terms and Funding Out Clause

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Payment Terms:

TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

Yes, I Agree (Yes)

8 Insurance and Fingerprint Requirements Information

2

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 22.08341. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

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8 4 Texas Business and Commerce Code § 272 Requirements as of 9-1-2017

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

8 5 Texas Government Code 2270 & 2271 Verification Form

Texas Government Code 2270 & 2271 Verification Form
If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
Our entity further certifies that it is is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>
I swear and affirm that the above is true and correct.

YES

8 6 Logos and other company marks

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 350 x 350 pixel - .png, .eps, .jpg preferred

Potential uses of company logo:

- * Your Vendor Profile Page of TIPS website
- * Potentially on TIPS website scroll bar for Top Performing Vendors
- * TIPS Quarterly eNewsletter sent to TIPS Members
- * Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

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7** **Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.” Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.” (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

**8
8** **If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

No response

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9** **Required Confidentiality Claim Form**

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the “Attachments” section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the “Response Attachments” section titled “Confidentiality Form” in order to provide to TIPS the completed form titled, “CONFIDENTIALITY CLAIM FORM”. **THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM.** By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.

**9
0** **Choice of Law clauses for TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

Agreed

9 1 **Venue of dispute resolution with a TIPS Member**
In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

9 2 **Indemnity Limitation with TIPS Members**
Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".
Agreement is a required condition to award of a contract resulting from this Solicitation.

9 3 **Arbitration Clauses**
Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?
Agreement is a required condition to award of a contract resulting from this Solicitation.

9 4 **Required Vendor Sales Reporting**
By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

9 5 **Upload of Current W-9 Required**
Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

9 6 **Solicitation Deviation/Compliance**
Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

97 Solicitation Exceptions/Deviations Explanation

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

No response

98 Agreement Deviation/Compliance

Does the vendor agree with the language in the Vendor Agreement?

Yes

99 Agreement Exceptions/Deviations Explanation

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

No response

100 Upload of Current W-9 Required

Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

101 CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021)

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87th session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See Tex. Gov't Code § 809.001(1).

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CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES (Texas law as of September 1, 2021)

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

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CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE (Texas law as of September 1, 2021)

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

References

TIPS RFP 211001 Job Order Contracting

HITT Contracting Inc.

DO NOT HANDWRITE
REFERENCES AND DO NOT
CONVERT EXCEL SHEET TO

ALL INFORMATION MUST BE TYPED AND FORM MUST BE UPLOADED IN EXCEL FORMAT.

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required.

DO NOT INCLUDE TIPS
EMPLOYEES AS A REFERENCE.

You may provide more than
three (3) references.

Entity Name	Contact Person	VALID TYPED EMAIL IS REQUIRED	Phone
Fairfax County (Virginia)	Laura Seidler	laura.seidler@fairfaxcounty.gov	571.419.3691
Loudoun County Public Schools (Virginia)	Dennis Kostick	Dennis.Kostick@LCPS.org	571.252.2960
Prince William County (Virginia)	Teresa MacWelch	TMacwelch@pwcgov.org	703.792.7931
Arlington County (Virginia)	Igor Scherbakov	ischerbakov@arlingtonva.us	703.228.0649
Charleston County (South Carolina)	J. Michael Beveridge	jbeveridge@charlestoncounty.org	843.202.6913
Montgomery County (Maryland)	Dennis M. Pillsbury, Architect, LEED AP	dennis.pillsbury@montgomerycounty.md.gov	202.510.7468
Fairfax County Park Authority (Virginia)	Heather Lynch	Heather.Lynch@fairfaxcounty.gov	703.324.8702
City of Norfolk (Virginia)	Mike Bevis	Michael.bevis@norfolk.gov	757.664.4787

CERTIFICATION BY CORPORATE OFFERER

COMPLETE ONLY IF OFFERER IS A CORPORATION,
THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF
PROPOSAL FORM/PROPOSAL FORM.

OFFERER: HITT Contracting Inc.
(Name of Corporation)

Sheila Sears certify that I am the Secretary of the Corporation
I, (Name of Corporate Secretary)

named as OFFERER herein above; that

Mitch Filipowicz
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

Senior Vice President
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.



CORPORATE SEAL if available

Sheila Sears

SIGNATURE

11/22/2021
DATE

Required Confidential Information Status Form

HITT Contracting Inc.

Name of company

Michael Filipowicz, Senior Vice President

Printed Name and Title of authorized company officer declaring below the confidential status of material

2900 Fairview Park Drive	Falls Church	VA	22042	7038469000
Address	City	State	ZIP	Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you **must attach a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW.

OPTION 1:

I DO CLAIM parts of my proposal to be confidential and DO NOT desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OF TOTAL PAGES THAT ARE CONFIDENTIAL.

ATTACHED ARE COPIES OF _____ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature _____ Date _____

OR

OPTION 2:

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature **Michael Filipowicz** Digitally signed by Michael Filipowicz
DN: cn=S, e=mfilipowicz@hittco.com, ou=HITT Contracting, cn=Michael Filipowicz
Location: Virginia
Reason: I agree to the terms defined by the placement of my signature on this document
Contact Info: MJF 703 930 1983
Date: 2021.11.22 09:35:10-0500 Date **20211122**



Jaquanda S Martin

Attorney-in-Fact

*Travelers Casualty and Surety
Company of America*

215 255 1829

*C/O: Aon Risk Services Central, Inc.
1650 Market Street
Philadelphia, PA 19103*

December 15, 2021

Re: **HITT Contracting, Inc.**
Surety Bonding Qualification Letter

To Whom It May Concern:

It has been the privilege of **Travelers Casualty and Surety Company of America** ("Travelers")¹ to provide surety bonds for **HITT Contracting, Inc.** **Travelers Casualty and Surety Company of America** has an AM. Best Rating of A++ (Superior) and Financial Size Category XV. **HITT Contracting, Inc.** currently has a bonding capacity on individual projects of \$500,000,000 and a total program capacity of \$2,000,000,000.

HITT Contracting, Inc. is an exceptional contractor. We would be more than willing to provide the necessary Performance and Payment bonds for projects; however, please note that the decision issue bonds is a matter between **HITT Contracting, Inc.** and **Travelers Casualty and Surety Company of America**, and will be subject to our standard underwriting at the time of the final bond request, which will include but not limited to the acceptability of the contract documents and bond forms. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Travelers Casualty and Surety Company of America



Jaquanda S Martin, Attorney-in-Fact

¹ Travelers Casualty and Surety Company of America is rated A++(Superior) by A.M. Best Financial Size Category XV (\$2 Billion or more). A.M. Best's rating of A++ applies to certain insurance subsidiaries of Travelers that are members of the Travelers Insurance Company pool; other subsidiaries are included in another rating pool or are separately rated. For a listing of companies rated by A.M. Best and other rating services visit www.travelers.com. Rating listed herein are as of November 4, 2021, are used with permission, and are subject to changes by the rating services. For the latest rating, access ambest.com



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JAQUANDA S MARTIN** of **PHILADELPHIA Pennsylvania**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, 2019.



State of Connecticut

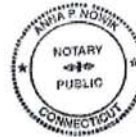
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **15th** day of **December**, 2021




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2020

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 239,403,348	UNEARNED PREMIUMS	\$ 1,121,070,380
BONDS	3,831,156,861	LOSSES	1,003,200,666
STOCKS	109,074,035	LOSS ADJUSTMENT EXPENSES	163,346,678
INVESTMENT INCOME DUE AND ACCRUED	36,856,709	COMMISSIONS	48,805,693
OTHER INVESTED ASSETS	4,970,512	TAXES, LICENSES AND FEES	13,561,421
PREMIUM BALANCES	277,653,788	OTHER EXPENSES	42,508,558
NET DEFERRED TAX ASSET	55,188,715	CURRENT FEDERAL AND FOREIGN INCOME TAXES	4,865,484
REINSURANCE RECOVERABLE	32,553,518	REMITTANCES AND ITEMS NOT ALLOCATED	8,646,391
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	34,876,347	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	42,228,250
OTHER ASSETS	4,155,794	POLICYHOLDER DIVIDENDS	12,353,304
		PROVISION FOR REINSURANCE	7,930,280
		ADVANCE PREMIUM	1,867,512
		CEDED REINSURANCE NET PREMIUMS PAYABLE	63,102,972
		RETROACTIVE REINSURANCE RESERVE ASSUMED	800,763
		OTHER ACCRUED EXPENSES AND LIABILITIES	568,668
		TOTAL LIABILITIES	\$2,534,855,020
		CAPITAL STOCK	\$6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,650,750,847
		TOTAL SURPLUS TO POLICYHOLDERS	\$2,091,034,607
TOTAL ASSETS	\$ 4,625,889,627	TOTAL LIABILITIES & SURPLUS	\$4,625,889,627

STATE OF CONNECTICUT)
 COUNTY OF HARTFORD) SS.
 CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2020.

Michael J. Doody
 VICE PRESIDENT - FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
 26TH DAY OF MARCH, 2021

Susan M. Weissleder
 NOTARY PUBLIC

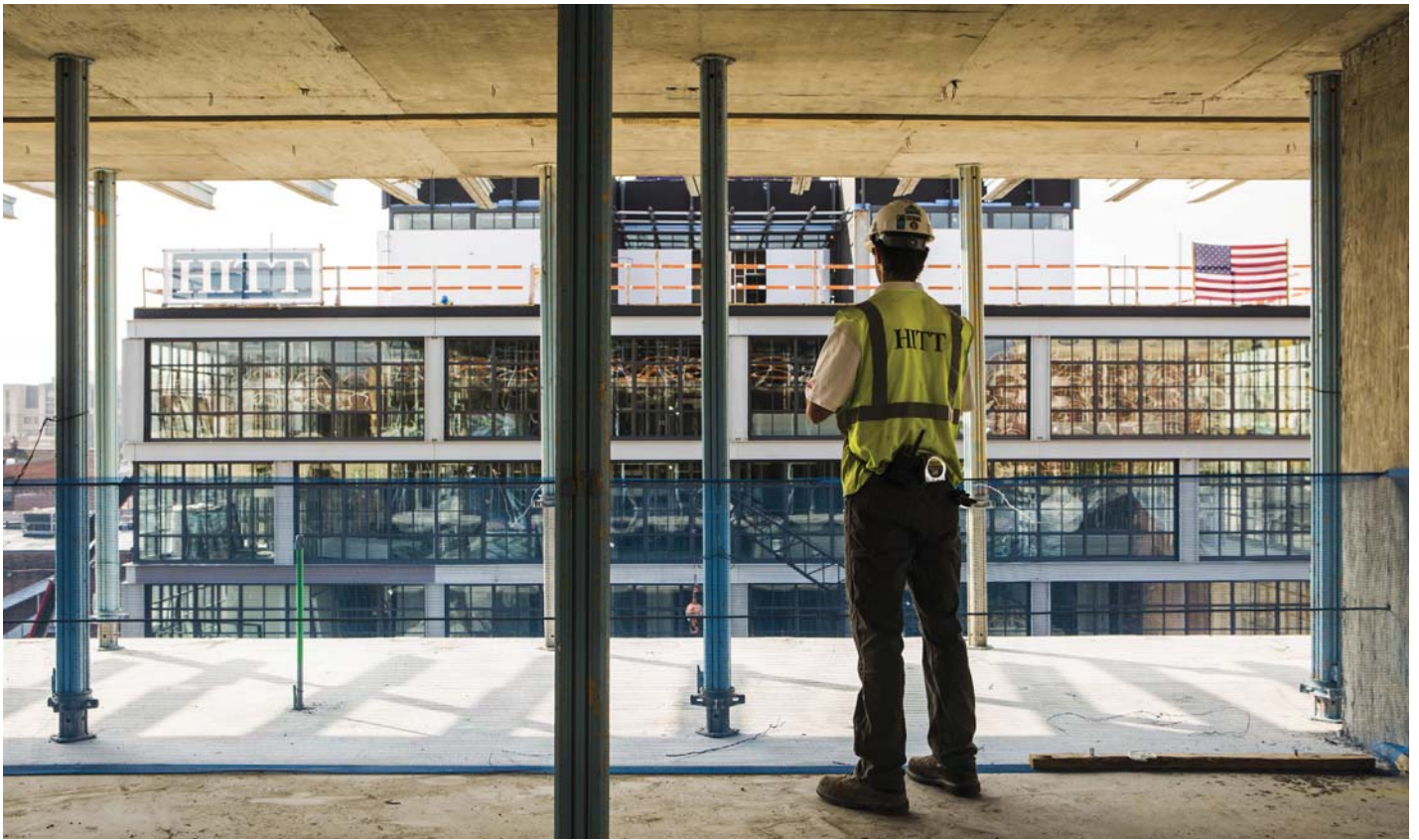
SUSAN M. WEISSLEDER
 Notary Public
 My Commission Expires November 30, 2022



> Warranty Information

Bid Response for 211001 Addendum I (Job Order Contracting)

HITT Contracting Inc. provides a one-year warranty, which begins at the date of substantial completion, for all work installed and equipment supplied. Standard manufacturer warranties apply for any materials and equipment installed.



> Company Overview

DRIVEN BY PASSION, UNITED BY PURPOSE

We all started here—it's the desire to build: the dream to make things, to work with our hands, and to express our imagination. In 1937, HITT Contracting was founded by Warren and Myrtle Hitt as a small family business that has expanded to be among the top 40 largest general contractors in the nation. With deep roots in Washington, DC, our national presence has grown to include offices in Atlanta, Charleston, Dallas, Fort Lauderdale, Houston, Los Angeles, New York, Raleigh, Richmond, Santa Clara, and Seattle. Our growth is client-driven and our success as a national contractor is a result of strong bonds we form with our clients, partners, and subcontractors. HITT's 1,110 construction professionals provide our clients a wide range of services—from base building construction

HITT

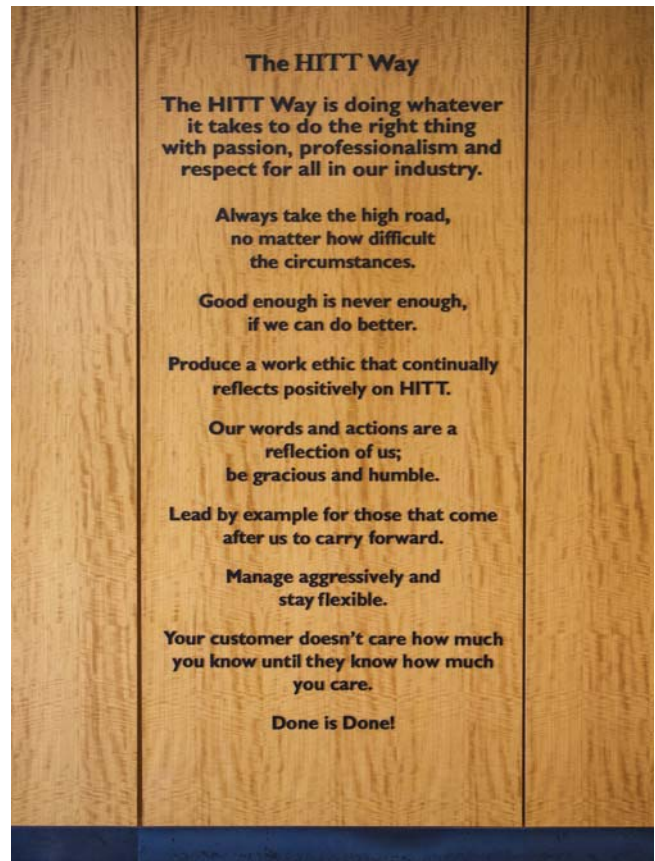
and renovation, to corporate interior fit-outs, to service and emergency work. With annual revenues of \$2.49 billion, it's more than construction. We are building dreams, shaping possibilities, and defining the places that surround our lives.

At HITT, we believe that those who care the most about the little things, care more about everything. We are passionate about the details—they make the difference between a good and a great project. We are committed to delivering positive, seamless construction experiences for our clients and focus on every little detail to bring visions to life.

People are our passion—we build places that matter, while forging relationships that last. We're not bound by the bottom line and understand that when our clients succeed, we do too. Real success means anticipating our clients' needs, asking the right questions, and delivering solutions that last. The HITT Way of doing business—fulfilling client goals and needs while delivering high quality, timely construction and service projects—has helped us achieve a repeat client rate of more than 85 percent. We are HITT, we build great projects for great organizations, and we simply couldn't imagine doing anything else.

GOOD ENOUGH IS NEVER ENOUGH

Our organization is designed to provide clients with expert teams specializing in particular project types—base building, corporate interiors, government, healthcare & life science, hospitality, law firms, multifamily, technology, and commercial services. But we know success requires more than just boots on the ground, which is why we offer our clients strategic services including preconstruction, estimating, sustainable construction, and virtual construction. We embrace the latest thinking in tools, technology, and innovation, and invest in the processes and resources that help our clients achieve exceptional outcomes. At HITT, we have the energy to challenge the impossible and the dedication to make it happen.



NEVER LOSING SIGHT OF WHERE WE BEGAN

HITT's resources and reputation allow us to broaden our reach, while our core philosophies and principles keep us consistent, connected, and focused. Under the third generation of HITT family leadership, our standards for safety and quality never falter, regardless of the size, location, or speed of the project. Currently boasting an experience modification rate (EMR) of 0.74, HITT has been honored with more than 200 awards for both safety and quality craftsmanship by industry associations and publications across the nation. Every project is delivered through HITT's proven methods and principles, with dedication to safety and the highest quality. We keep working, keep building, and keep striving, while never losing sight of where we began.



> Government

SECTOR OVERVIEW

The HITT Government sector provides construction services for federal, state, municipal, and international agencies and organizations. With expertise ranging from force protection and military installations to indefinite delivery term contracts and unit pricing, we understand the complexities of public sector projects. Our portfolio includes new construction and tenant improvements projects, and we have the experience to deliver a diverse range of project types.

Twenty-five years ago, we began our government work, managing multiple small Indefinite Delivery Indefinite Quantity (IDIQ) contracts for federal financial institutions. We have since grown to be an industry leader in this sector, capable of successfully delivering capital projects in excess of \$200 million for executive agencies and the intelligence community. HITT Government was officially established in 2002, and the sector's steady growth is attributed to our government procurement knowledge, unrivaled subcontractor base, and deep company resources. With work in the continental United States and select diplomatic facilities overseas, HITT Government completes approximately \$110 million in projects annually.

Executive Vice President John Britt directs HITT's Government sector; Senior Vice President Brad Hunley and Vice Presidents Mitch Filipowicz, Steve Ferrari, and Sven Sahlkul provide leadership to its dedicated personnel. The Government team offers extensive knowledge of the federal Acquisition Regulation, mission critical requirements, protocol, and security—we understand the differences between government and commercial contracting.

PROJECT TYPES

- Private defense
- Security and SCIFs
- Corporate interiors
- Campus development
- Historic restorations
- MEP rehabilitations
- ADA upgrades



HITT GOVERNMENT BY THE NUMBERS

150

AVERAGE NUMBER OF
PROJECTS COMPLETED
ANNUALLY

\$201M

LARGEST PROJECT VALUE

#3

TOP CONTRACTORS, ENR
MIDATLANTIC, 2021

#4

TOP GOVERNMENT / PUBLIC
BUILDING CONTRACTOR,
ENR MID-ATLANTIC, 2021

#11

TOP FEDERAL GOVERNMENT
SECTOR CONSTRUCTION
FIRM, BD+C MAGAZINE, 2020

HITT



NOTABLE PROJECTS

- American Red Cross Renovation, Washington, DC
Architect of the Capitol—IDIQ Job Order Contract, Washington, DC
- Board of Governors of the Federal Reserve System
Basic Ordering Agreement, Washington, DC
- Department of Homeland Security—Components, Directorates, and Offices; multiple locations
- Fairfax, Loudoun, Arlington, Alexandria, Prince William, and Spotsylvania counties in Virginia, multiple projects under Job Order Contracts
- Fairfax and Loudoun County Courthouse renovations, Northern Virginia
- Falls Church City Hall Public Safety Projects, Falls Church, Virginia
- FBI Field Office—Northern Virginia Resident Agency, Prince William County, Virginia
- GSA Tenant Renovations at One NoMa Station—Multiple Agencies, Washington, DC
- International Monetary Fund Term Construction Services, Washington, DC
- Job Order Contracts in all areas of Virginia and Nationwide
- K2M Global Headquarters Interior Fit-out, Leesburg, Virginia
- Missile Defense Agency (Suffolk Building), Arlington, Virginia
- NASA Headquarters, Washington, DC
- Naval Support Facility Arlington (Arlington Service Center), Arlington, Virginia
- Northrop Grumman Headquarters, Falls Church, Virginia
- Sidwell Friends Middle School (LEED Platinum), Washington, DC
- The Pentagon IDIQ, Arlington, Virginia
- United States Marshals Service Headquarters, Arlington, Virginia
- Veterans Affairs Martinsburg—Capital Region Readiness Center, Martinsburg, West Virginia
- World Bank Headquarters—Interior Renovations, Washington, DC



> Job Order Contracting (JOC) / Indefinite Delivery Indefinite Quantity (IDIQ) / Service Term Contracts

OVERVIEW

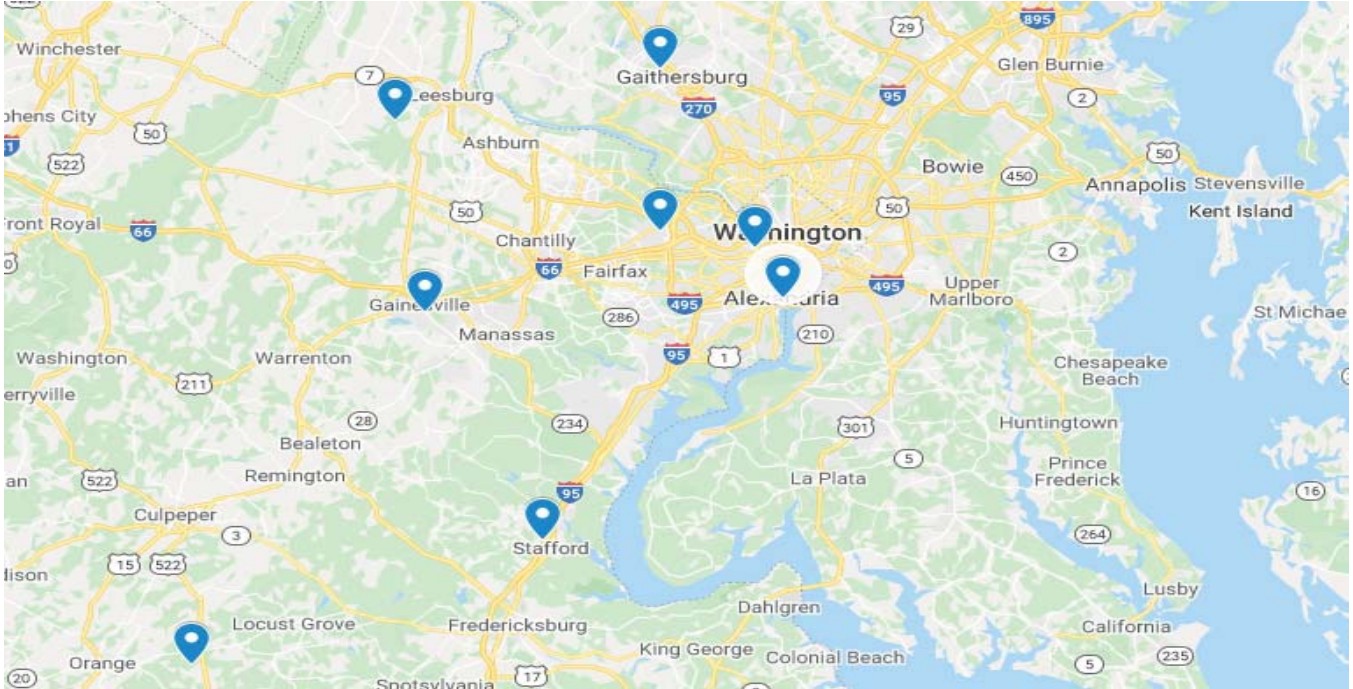
The HITT Government sector features a dedicated core of JOC / IDIQ and Service/Term contract focused teams that provide construction services for federal, state, municipal, and international agencies and organizations. With expertise encompassing all aspects of construction focusing on small service / fast-paced projects, JOC and IDIQ deliverables, we understand the complexities of public sector projects.

Our portfolio includes new construction, infrastructure upgrades, building envelope repairs, industrial, and tenant improvements projects, and we have the experience to deliver a diverse range of project types.

Twenty-seven years ago, we began performing government construction, managing multiple small Indefinite Delivery Indefinite Quantity (IDIQ) contracts for federal financial institutions. We have since grown to be an industry leader in this sector, successfully delivering capital projects in excess of \$200 million for executive agencies and the intelligence community. HITT Government was officially established in 2002, and the sector's steady growth is attributed to our government procurement knowledge, unrivaled subcontractor base, and deep company resources. As a company with \$2 billion+ in annual revenue performing work in the continental United States and select diplomatic facilities overseas, HITT completes approximately \$35-40 million in JOC / IDIQ projects each year.

HITT

LOCAL SERVICE AREA



PROJECT TYPES

- Abatement and remediation work
- ADA upgrades
- Aggressive schedules accomplished
- Building envelope
- Campus development
- Electrical upgrades and generators
- Emergency Work
- Historic restorations
- Infrastructure
- Interiors & Alterations
- Life Safety Systems
- MEP rehabilitations
- Security and SCIFs
- Stormwater management systems
- Unique project specialists
- Utilities
- Wastewater management systems
- Water: Commercial plant, pumps, and wells

**HITT JOC / IDIQ
BY THE NUMBERS**

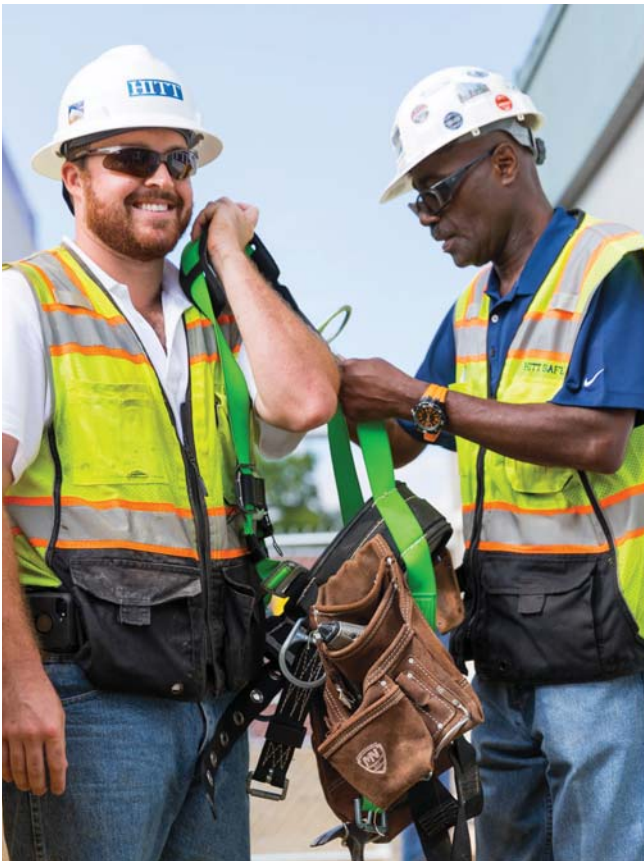
385 AVERAGE NUMBER OF PROJECTS COMPLETED ANNUALLY

\$35-40M ANNUAL JOC / IDIQ REVENUE

45+ OPERATIONS STAFF INCLUDING CERTIFIED JOC PROFESSIONALS

60+ CLEARED PERSONNEL

4,000+ REPUTABLE SUBCONTRACTORS



NOTABLE CONTRACTS

- Arlington County (Virginia) – Job Order Contract
- Alexandria Renew Enterprises – Job Order Contract
- Loudoun County (Virginia) – Job Order Contract
- Loudoun Water – Job Order Contract
- Loudoun County Public Schools – Job Order Contract
- Orange County (Virginia) – Job Order Contract
- Prince William County (Virginia) – Job Order Contract
- Stafford County (Virginia) – Job Order Contract
- Montgomery County (Maryland) – Job Order Contract
- King County (Washington State) – Job Order Contract
- Architect of the Capitol – Multiple IDIQ Contracts
- Fairfax County (Virginia) – IDIQ Job Order Contract
- Multiple Sensitive Clients – Job Order Contracts
- The Pentagon / Department of Defense / Washington Headquarters Services IDIQ Term Construction and Multiple Award Design/Build IDIQ Contracts
- Department of Energy – IDIQ Job Order Contract
- Georgetown University – Job Order Contract
- International Monetary Fund IDIQ Term Construction Services
- The World Bank IDIQ Term Construction Services
- Board of Governors of the Federal Reserve Systems IDIQ Basic Ordering Agreement
- United States Postal Service – JOC / IDIQ Construction Services
- State of Maryland – Job Order Contract
- Fannie Mae Operations & Maintenance (O&M) / Facilities Support Contract
- John F. Kennedy Center for the Performing Arts IDIQ CM-At-Risk
- NAVFAC Washington – IDIQ MACC
- U.S. Army Corps of Engineers, Baltimore District – IDIQ MATOC (JV with McCarthy Building Companies)

CURRENT COOPERATIVE AGREEMENTS (GORDIAN / RSMEANS)

- National Cooperative Purchasing Alliance (NCPA)
- Sourcewell
- E&I Cooperative Services
- OMNIA Partners

HITT



SELECT CONTRACT EXPERIENCE

HITT



SOUTH VAN DORN EMERGENCY SEWER REPAIR AND STREAM REHABILITATION (JOC)

Alexandria, Virginia

- \$2,600,000
- Award-winning design and construction to correct high-risk sewer sag in a section of 21-inch sewer pipe.
- The new sewer line pipe and encasement is protected from stream scour, hydraulic pressures and significant materials washed downstream during storm events.



MERRIFIELD FOURTH FLOOR LOBBY AND TENANT BUILD-OUT (JOC)

Fairfax, Virginia

- 22,000 sf | \$3,150,000
- Two-phase build-out of an elevator lobby and health facility for Fairfax County.
- Dental and medical clinic.
- Lobby finishes include specialty vinyl wall coverings, terrazzo flooring, and radius ceiling coves with radius LED lighting.
- New security and sound masking system.



LAUREL MUNICIPAL CENTER (JOC)

Laurel, Maryland

- 12,000 sf | \$1,600,000
- Complete renovation of reception area, waiting room, passport office, finance office, and council chambers.
- Renovations included ballistic hardening, new layout, finishes, security features, and state-of-the-art audiovisual system.
- HITT work directly with the mayor to provide the design and construction of an attractive space that meets the city's needs without disrupting everyday use of the facility.



FAIR OAKS POLICE AND FIRE RESCUE STATION (JOC)

Fairfax, Virginia

- 10,000 sf | \$2,344,000
- Award-winning occupied renovation.
- HITT's replacement of a failed contractor included complexities of unknown levels of completion on every trade, swing space requirements for department functions, and Sallyport and processing requirements during peak times (mostly weekends).

HITT



GERRY HYLAND FACADE (JOC)

Alexandria, Virginia

- \$1,085,000
- Complete façade renovation and power washing of occupied facilityl replacement expansion joints, window and door joints, and flashing above 208 windows; renovation of the main entrance and side building entrance with new automatic sliding doors and operators; and replacement of concrete ramp, handrails, and base supports to be ADA compliant.



NOVA BMX TRACK LIGHTING UPGRADES (JOC)

Woodbridge, Virginia

- \$350,000
- Installation of new lighting system to allow Prince William County to utilize 70' stadium Musco lighting poles in lieu of previous temporary system.
- The new power station carries the load of 75KVA, providing the county the ability to host regional BMX events.



LUBBER RUN PEDESTRIAN BRIDGE (JOC)

Arlington, Virginia

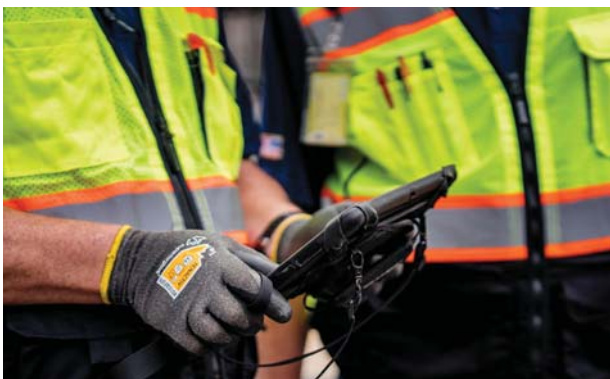
- \$460,000
- Demolition of existing pedestrian bridge.
- Excavated new abutment A&B walls and provided new concrete abutment without disturbing the existing retaining wall.
- Installed new 48' pedestrian bridge and regraded the site with Class I riprap on an active stream.



LOUDOUN WATER GOOSE CREEK BOATER SAFETY SYSTEMS (JOC)

Ashburn, Virginia

- \$88,000
- Installation of a boater safety system to stretch 600' across the Goose Creek Watershed.
- The system was comprised of 46 floating warning buoys tied into two 6000 lbs. monolithic concrete blocks, creating a floating boat capture system, 60' upstream of a mixing damn.



> Safety Program

At HITT, safety is a critical part of our company culture. We take action and continually demonstrate care to ensure an incident and injury free environment. HITT team members know safety is an integral piece of the construction process, and is more important than production and quality. The most important measure of project success is ensuring that each and every person who came into contact with our work remains safe.

An unsafe project is an unsuccessful project, regardless of achieving other benchmarks such as quality, budget, or schedule. Fostering safe work environments lead to improved work quality, efficiency, increased productivity, and reduced absenteeism.

HITT fosters a culture of interdependence for our team members and subcontractors, holding every person, regardless of their level, accountable for safe practices.

On our projects and across the company, we demand a commitment to safety, and hold each other accountable. This commitment to the highest safety standards was established by our owners and is continually reinforced by our executive leadership.

Every HITT project management and site operations team member is required to earn an OSHA 30-hour and First Aid / CPR certifications within six months of their hire date. In addition to these fundamental courses, HITT University provides more than 100 safety courses for HITT team members, many of which are required based upon position. These educational offerings and requirements are the foundation for safety training and preparedness in any situation.

HITT's commitment to safety begins with the principals of the company and is continually reinforced at all

levels. HITT's Safety department has developed and implemented policies and procedures designed to increase the safety awareness of everyone associated with our construction projects. Our Safety department collaborates with executive leadership to lead initiatives for improvement of HITT's safety practices by learning from past projects, identifying trends in the industry, and proactively managing risk.

Our Safety department designed a four-step process that serves as the foundation for HITT's Safety program. The extensive program considers all aspects of a jobsite to establish methods and approaches to protect HITT team members, workers, and the public. By enacting the Plan, Do, Check, and Act process, we can implement safety protocols to complete our work with zero safety incidents.

PLAN

- HITT Safety education / training
- On-site safety orientation
- High-risk activity & job hazard analysis

DO

- Designated site safety representative
- Weekly toolbox safety talks
- Safety standdowns

CHECK

- Routine and non-routine safety audits
- Trend identification
- Subcontractor safety performance

ACT

- Improvement plan
- Safety team
- Risk management department
- HITT Safety committee



PLAN

Proper planning is required prior to site mobilization to establish and ensure successful safety practices. We start each meeting with a safety moment that reinforces our commitment to a safety-first culture. By holding individuals accountable for their safety and those around them, HITT strives for a zero-incident rate on every project.

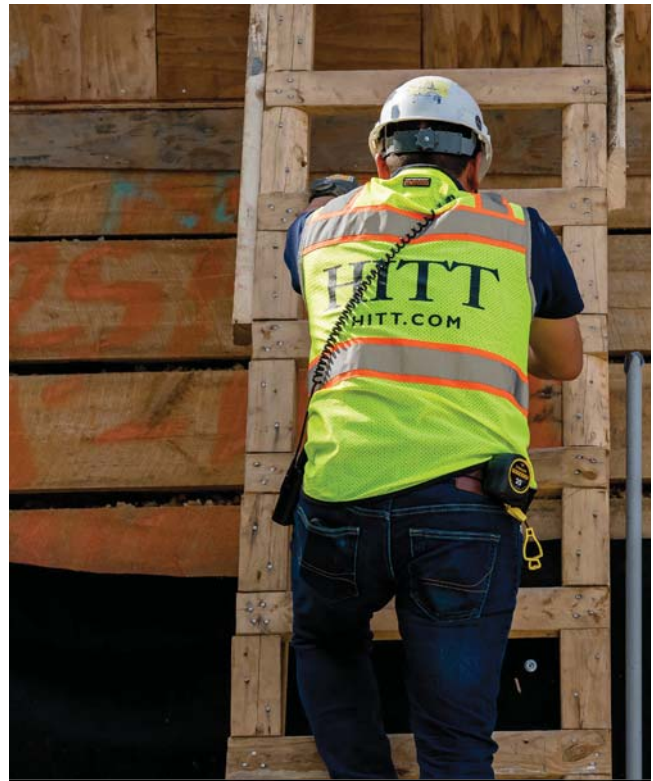
SITE-SPECIFIC SAFETY PLAN CREATION

The project management team collaborates with the Safety department to generate site-specific safety plans. These tailored plans include a condensed version of the general safety manual, best practices for the project type, and proactive approaches to managing high-risk project logistics. Due to the range of services we offer, HITT business units maintain sector-specific safety plan templates that address unique elements for each type of work. These plans are stored on-site, and in Procore, our web-based project management software.

ON-SITE SAFETY ORIENTATION

It's critical that every person contributing to the project understands expectations. We make no assumptions regarding safety; therefore, every work crew is required to meet with the project team to receive their jobsite orientation. Conducted by the superintendent, the orientation provides information for general safety protocols and site-specific information. General safety protocols discussed at orientation include:

- Personal protective equipment (PPE) is required on-site at all times to minimize exposure to a variety of hazards. HITT PPE includes hard hats, foot and eye protection, and safety vests. Additional PPE may be required based on the project conditions.
- All safety incidents must be reported to the HITT superintendent immediately.
- Action is mandatory if potentially unsafe behaviors or conditions are observed.
- Professional behavior is expected at all times.
- Six-foot fall protection rule mandates that any worker performing tasks at six feet or above the lower working / walking surface will utilize the appropriate fall protection.



By holding individuals accountable for their safety and those around them, HITT strives for a zero-incident rate on every project.

- If scaffolding is utilized on the jobsite, an initial inspection is required.

Site-specific information may include any of the following materials:

- Site logistics
- Deliveries and drop-off locations
- Site hours and break timeframe
- Restrooms and designated break locations
- Noise ordinances

Work crews receive their hard hat sticker after completing orientation and can only then be allowed to complete work on the project. These orientations must be renewed annually, and signed orientation sheets may be referenced at time to ensure all workers on a project have received the proper orientation for the project.

PPE REQUIREMENTS

The following PPE standards apply to all personnel and visitors on every HITT jobsite, regardless of the project or work type, from the beginning of the project through punchlist and warranty.

- Hard hats must be worn at all times in construction areas.
- Eye protection must meet ANSI Z87 requirements and must be worn at all times. Prescription glasses must meet the requirements of ANSI Z87 or be covered with over-the-glass safety glasses or face shield.
- Shirts with sleeves and long pants are required.
- High-visibility vests or clothing are required. HITT team members are required to wear high-visibility reflective vests that meet ANSI standards at all times within the construction sites. Subcontractors, tiered subcontractors, and owner vendors are required to wear reflective vests during site work, excavation work, or when workers are exposed to vehicles such as forklifts, aerial-lifts, excavation and grading equipment. A minimum of high-visibility clothing is required at all other times.



HITT's EMR, currently 0.74 and among the lowest in the industry, is another testament to the safety processes every team member practices daily to make sure everyone working on a job gets home safely.

- All HITT team members, subcontractors, tiered-subcontractors, owner vendors, and visitors must wear a minimum ANSI Cut Level 4 glove while on an active job site.
- A well-constructed work boot that provides ankle protection with a substantial, flexible sole must be worn. Open-toed footwear, tennis shoes, or any other street type shoes (even if equipped with ANSI toe protection), are not permitted.

These safety measures are meant to reinforce the belief that even while there may not be a categorically dangerous activity occurring at any given time, all team members on any HITT jobsite must follow strict safety measures. Safety is a priority at all times on every jobsite.

HIGH RISK ACTIVITY & ACTIVITY HAZARD ANALYSIS

A high risk activity (HRA) on a jobsite presents the risk of serious injury or fatality. Any activity that happens infrequently on a jobsite poses a higher risk of injury to those who may not be as familiar with the specific task.

HRAs on a jobsite require collaboration between the site operations team, the subcontractors on-site, and the project management team to create an activity hazard analysis (AHA), also known as a job hazard analysis or job safety analysis. An AHA provides a plan of action for the activity and holds specific individuals accountable for a safe completion. These analyses must be provided by the subcontractor and foreman performing the work at least seven days before the work begins, prior to mobilization. Generally two pages in length, these documents explain the subcontractor's process for handling the situation correctly and safely.

Prior to mobilization, the superintendent reviews the AHA to ensure the subcontractor is completing the activity in the safest manner possible.

Examples of HRAs that require additional information included in their AHAs before mobilization:

- Crane activity: Information on specifications of the crane, training certification documents for operators and riggers, and inspection documentation for the crane



EYE PROTECTION

ANSI Z87-rated safety glasses are required. Prescription eye glasses must be protected by goggles or face shields.



SAFETY VESTS

Must be worn when working around mechanized equipment. High-visibility shirts and/or outerwear must be worn at all times.



BOOTS

Must be well constructed, provide ankle protection, and have a thick, flexible sole. Open-toed footwear, tennis shoes, or street-type shoes are not permitted.

HARD HAT

Must be ANSI Z89.1 rated.

HEARING PROTECTION

Must be worn when working in areas with noise levels greater than 85 dBA.

GLOVES

Are required on all jobsites and must be ANSI cut resistant level 4 or greater.

CLOTHING

Sleeveless shirts, shorts, loose fitting, torn, and/or offensive clothing are not to be worn on the jobsite.



Our required safety measures are meant to reinforce the belief that even while there may not be a categorically dangerous activity occurring at any given time, all team members on any HITT jobsite must follow strict safety measures. Safety is a priority at all times on every jobsite.

- Unique demolition / slab removal: Specific demolition items to be removed, holding capacity for the slab, and any other pertinent slab specifications
- Confined space work: Proof of employee training to work within the space, coordination of specific trades, permit information, process for tools the subcontractors will use, and depending on the activity, additional required planning meetings

Work can only begin after an AHA has been submitted, reviewed, and approved. All AHAs are stored on-site and electronically in Procore for ease of access by all team members. These additional steps require all project team members to be involved in the work distribution, providing further communication and education for specific tasks, which in turn minimizes the risk of accidents.

DO

Once mobilized, HITT project teams continue to monitor, communicate, and mitigate safety risks on-site. Continuous monitoring of processes ensures every task is completed to the safest manner possible, a

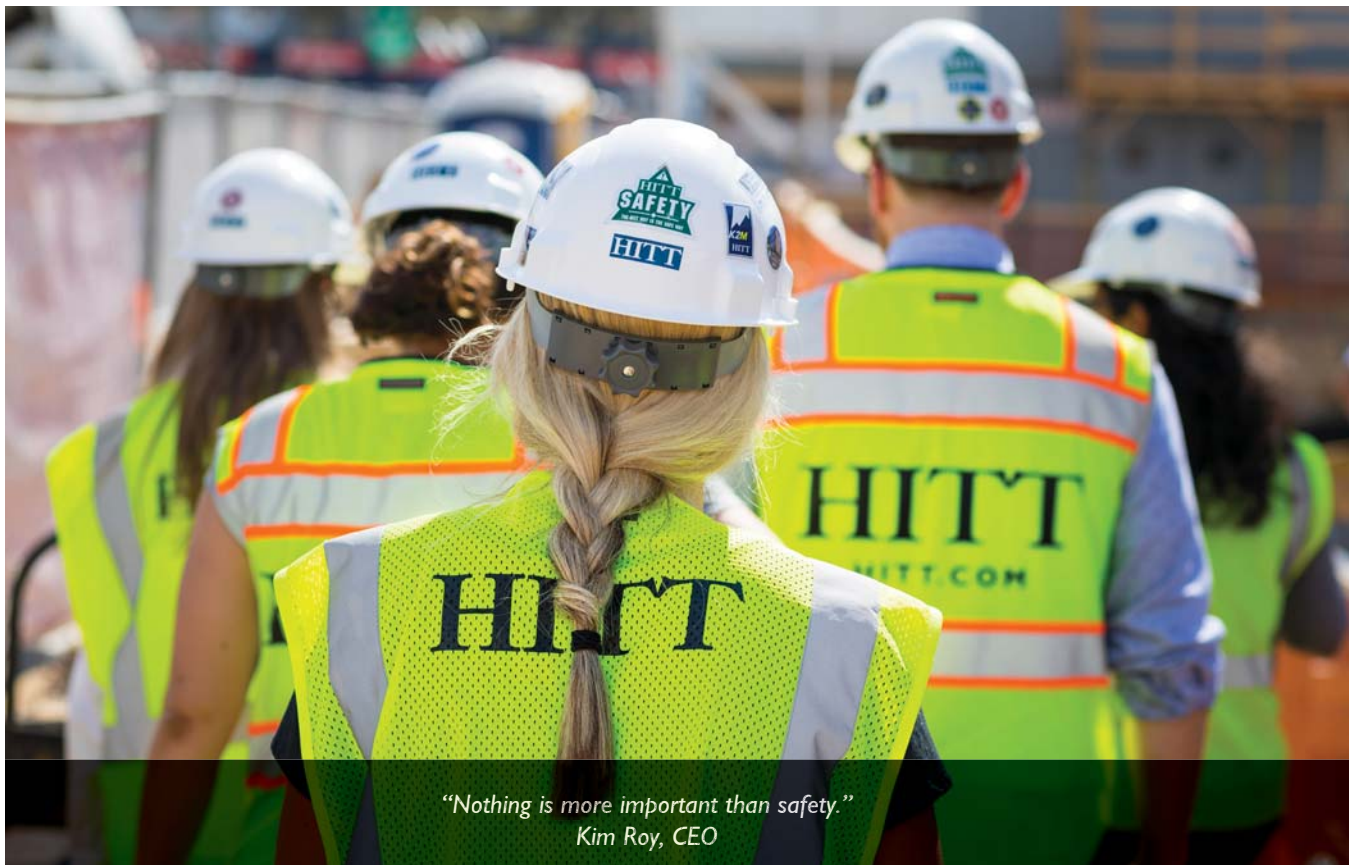
critical aspect to maintaining a safe environment. Teams must review action items that start at the beginning of every day, every week, and every month for those on-site. This requires all work crews and project team members to be fully aware and educated on all activities and risks associated with their work.

DAILY PRE-TASK PLANNING

Every morning on the jobsite, each trade crew hosts a daily huddle to identify any safety concerns for the day's work. They address any questions from employees and identify which team members are responsible for aspects of the tasks. Depending on project requirements, topics may be documented and require all attendees to sign off.

SITE SAFETY REPRESENTATIVES

There is a designated site safety representative on every one of HITT's jobsites. This is the HITT superintendent and/or the safety superintendent; the project management team supports as needed.



The HITT superintendent is responsible for handling the day-to-day safety of the jobsite and those on it. They are involved in pre-planning higher risk activities by reviewing AHAs from subcontractors prior to site mobilization, and determining if more information is needed. The superintendent conducts all site safety orientations and toolbox safety talks with all subcontractor foremen during weekly coordination meetings and continuously evaluates jobsite safety conditions. The foremen, with the superintendent's assistance, are responsible for identifying and correcting any unsafe conditions in their daily task observations. If there is an incident on-site, the superintendent is the first responder and may assist in an investigation.

As the on-site point of contact, the superintendent is tasked with elevating any recurring subcontractor issues to project management and the safety department for further inquiry.

Every project has a designated safety superintendent from HITT's corporate Safety department, who provides the project superintendent expertise and oversight. The safety superintendent assists the project superintendent in safety monitoring through planned and unplanned safety audits of jobsites. Conducting

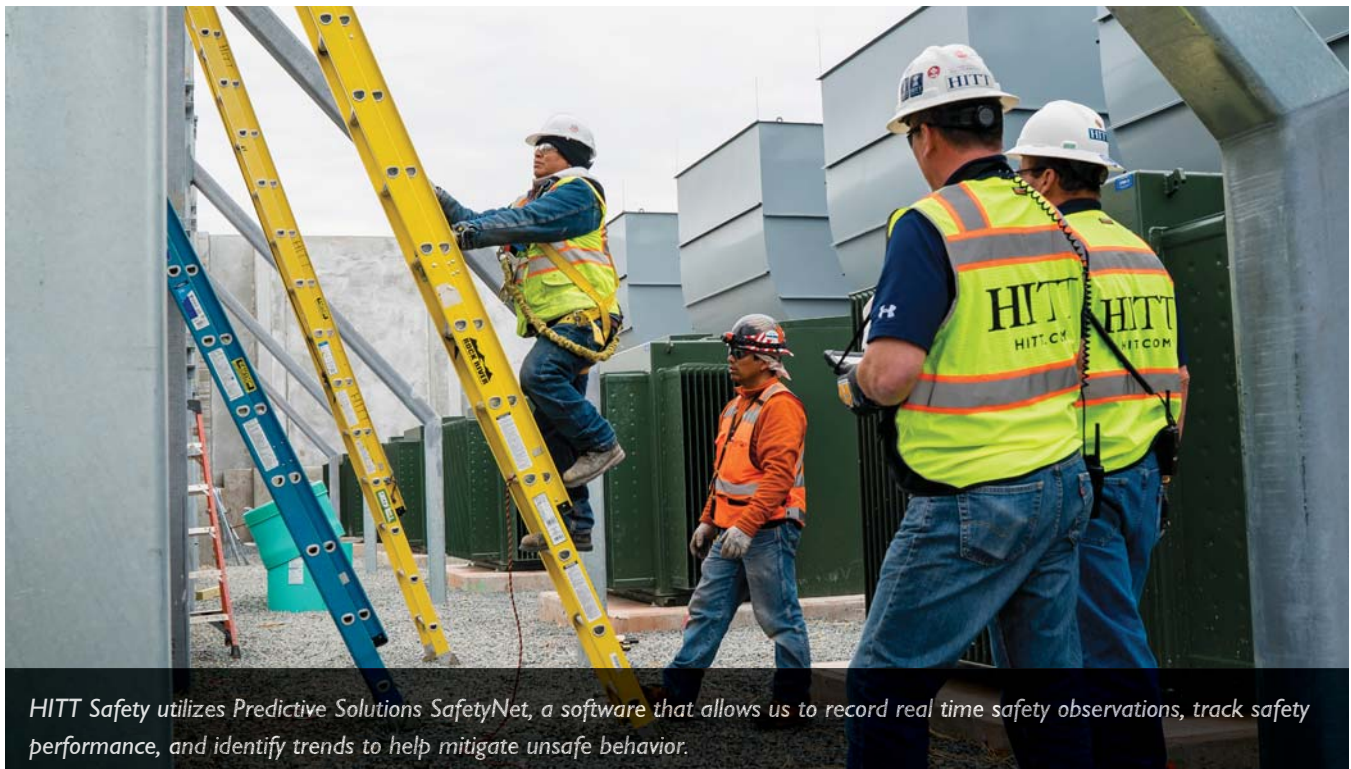
random site visits ensures all project team members remain vigilant of their safety protocols.

WEEKLY TOOLBOX SAFETY TALKS

The designated safety representative leads the weekly on-site toolbox safety talks. All foremen and crew leaders attend these on-site meeting for the purpose of facilitating weekly discussions of better safety practices. Safety Department leadership provides toolbox topics each month to align safety education across HITT jobsites.

SAFETY STANDDOWNS

Safety standdowns provide on-site workers critical site-specific safety education. Worker attendance is mandatory, and the frequency of these meetings can increase or decrease as the project management deems necessary, given the scope of work and phase of the project. A HITT representative can facilitate the standdown or it can be led by an outside consultant or subcontractor. Standdown meeting topics range from fire drills or ladder safety to employee recognition and sharing logistics milestones for the project schedule. These meetings increase communication and accountability at the project level.



HITT Safety utilizes Predictive Solutions SafetyNet, a software that allows us to record real time safety observations, track safety performance, and identify trends to help mitigate unsafe behavior.

While we take every step to ensure safe practices by HITT team members and subcontractors, it's also important to hold others accountable for safety. We incorporate checks and balances throughout the project's duration, through every level of the project team. These safety checks and continuous education further emphasize the importance of safety and continual awareness of risks and best practices.

CHECK

Continuous auditing of safety practices is critical to keep the project team vigilant for unsafe work conditions and activities. Routine and non-routine safety audits are conducted on all HITT jobsites to evaluate site conditions and verify the jobsite is managed in accordance with all safety protocols. Additionally, HITT utilizes off-site methods to evaluate safety measures and further improve the safety of projects.

TREND IDENTIFICATION

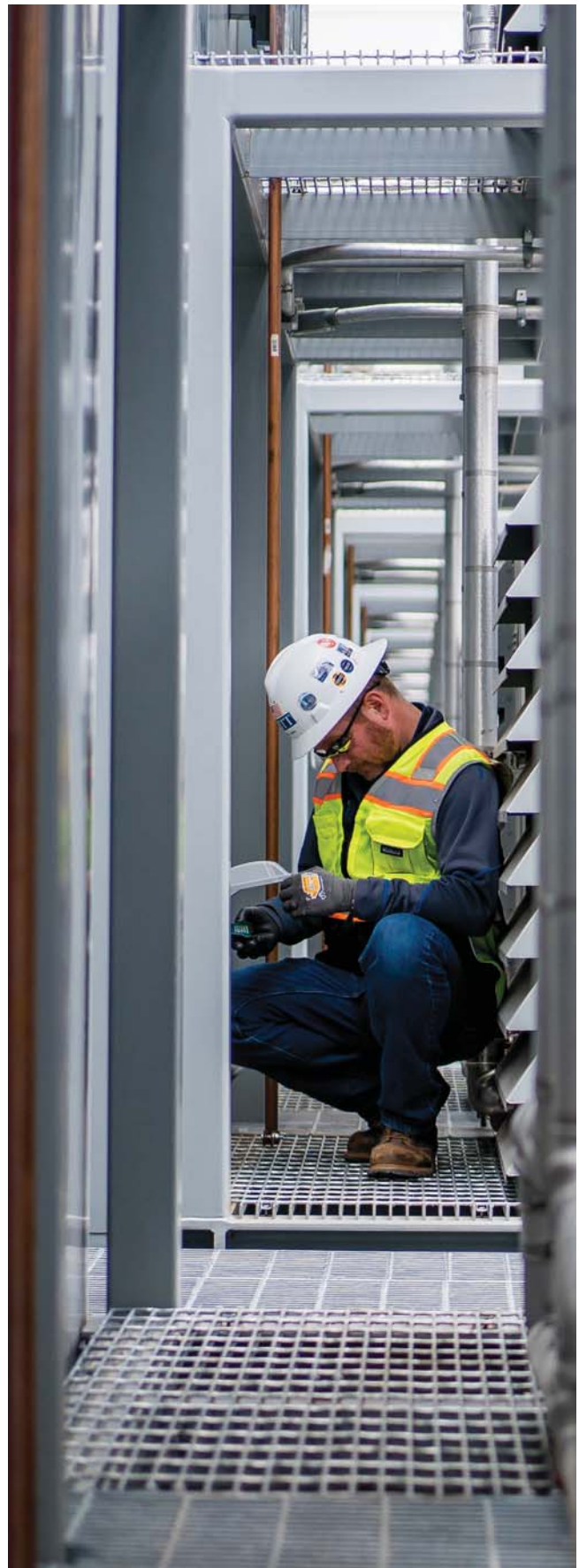
HITT safety managers conduct trend identification off-site. They seek recurring incidents or areas of concern / potential improvement across all HITT projects. The safety manager identifies trends among their designated sectors, within geographic areas, over specific time periods, and within HITT overall.

The HITT safety team utilizes a web-based application called Predictive Solutions to identify recurring safety trends. The safety manager consults with the superintendent and project management team to determine a plan for improvement. If it is a company-wide trend, Safety department leadership consults with the HITT safety committee and executive leadership to determine a course of action for improvement.

SUBCONTRACTOR SAFETY PERFORMANCE

Subcontractors are an extension of HITT project teams on-site; we are committed to ensuring they are working safely.

Specific criteria must be met for subcontractors to prequalify to work with HITT, such as OSHA history, bonding capabilities, and insurance limits. After the prequalification process, subcontractors are ranked and sorted within SubWiz, an internal database where the project management teams can access and view



subcontractors' performance on previous jobs and review their current capabilities.

Subcontractors that fail to work safely or comply with safety laws and regulations, the owner's standards, or HITT's safety program are subject to disciplinary action. When an inspection reveals an unsafe condition, the following actions occur, depending upon the severity of the condition:

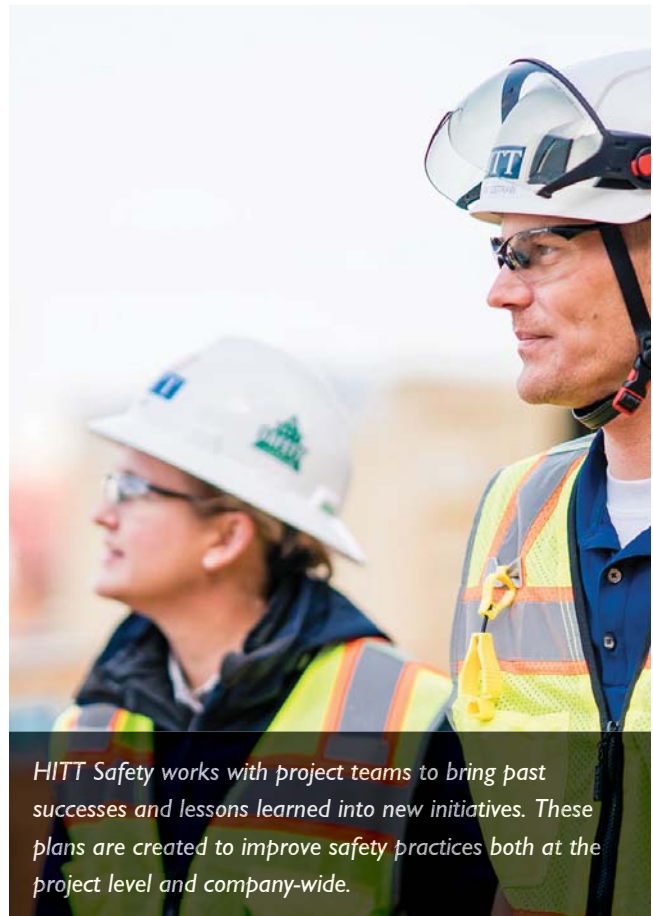
- Low-level severity—subcontractor corrects situation and is allowed to continue working
- Medium-level severity—subcontractor retrain the offending individual, documents the retraining, and is allowed to continue working
- High or critical-level severity—subcontractor removes the individual from the project and provides additional training or when deemed necessary, permanently removes the individual

Repeated violations may lead to the issuance of a warning letter sent directly to the subcontractor's office. Should the subcontractor be found responsible for another high or critical violation, HITT issues a safety non-compliance notice and the subcontractor is placed on HITT's safety watch-list. Placement on the safety watch-list prevents them from bidding any new work for six months from the date of the warning letter. If a subcontractor wishes to be reinstated at the end of the six-month period, it must gain approval for corrections / preventions of the unsafe action by contacting and petitioning HITT's Safety team leadership and principals.

WORKER WELLNESS

HITT is focused first and foremost on the safety of our workers. In order for our workers to return home safe at the end of each day we have implemented the following additions to our site-force

- Worker Health and Wellness
- Nurse station / trailer located on construction site for quick access
- Conditioned trade break trailer located on construction site for ease of access
- Conditioned restrooms for warm and cold weather usage



HITT Safety works with project teams to bring past successes and lessons learned into new initiatives. These plans are created to improve safety practices both at the project level and company-wide.

- Misting tents located at building staging areas
- Stretch & Flex activities every morning to prevent strains and muscular issues
- Morning PPE reviews every day to ensure all on-site team members have the correct PPE
- Weekly safety walks and monthly executive walks for continuous process improvement and understanding at all project leadership levels

EXECUTIVE SAFETY WALKS

HITT executive leadership (including safety) conduct a monthly site safety walk with all key personnel on site including HITT's project manager(s) and superintendent(s), the client, and key subcontractors. We record findings from these walks in Predictive Solutions. HITT's project team also coordinates with the key subcontractor executives / leadership to encourage them to take an active role in site safety initiatives, walks, and other safety events to ensure the safest jobsite possible.



SAFETY APPROACH

Shared resources and experience between HITT's senior leadership, the Risk Management department, and the Safety department creates a streamlined approach to timely and efficient resolution of safety-related risks.



INCIDENT REPORTING / MANAGEMENT

Any incident, whether it occurs on-site or elsewhere, provides insight to the potential severity level each high risk activity (HRA) task presents. Previous HRA assessments are reviewed whenever an incident occurs. For a better understanding of incident reported, HITT performs a Why Tree Analysis for all incidents and potentially significant / severe near misses. Using a Why Tree Analysis or similar process focused on procedural effectiveness provides insight to program and/or cultural gaps that may have contributed to the lost time event. If HITT discovers gaps or areas of improvement, we share the resulting program updates and lessons learned with the client and all project subcontractors. Incident investigation provides the most important opportunity for evaluating HRA management effectiveness and creating meaningful lessons learned.

All incidents are investigated regardless of the severity of the outcome. Once the incident has been fully investigated, the root cause analysis is then shared with all team members to help prevent any further incidents on site.

ACT

Act is the final step in the safety process where we work to bring past successes and lessons learned into new initiatives. These plans are created to improve safety practices both at the project level and company-wide. HITT uses an internal improvement plan, which is a platform for project teams to discuss trends and issues that are then communicated to subcontractors for correction. Once a project is completed, project teams meet to develop best practices and future areas of improvement. Corrective actions may require additional staffing on-site, more safety supervision, and/or documented safety inspections from the subcontractors to be submitted to HITT for further review by the project team, including the safety superintendent or safety manager.

RISK MANAGEMENT DEPARTMENT

HITT's Risk Management department offers in-house legal counsel, as well as experienced risk management and insurance professionals to guide our operations teams through the contract negotiation process and beyond. This internal resource advises incident investigation processes and claims management.

Shared resources and experience between HITT's senior leadership, the Risk Management department,

and the Safety department creates a streamlined approach to timely and efficient resolution of safety-related risks. With HITT's Safety department under the risk management umbrella, we can ensure impartiality in conducting jobsite inspections and administering the corporate health and safety program.

The HITT Safety team members work to implement and administer HITT's health and safety program, and provide project management teams with technical expertise. The Safety team members are accountable for establishing and maintaining a healthy and safe working environment for all employees, free from unacceptable risks. The team develops and provides both general and specialized safety education and training programs. Our Safety department's experience and focus ensure safety.

HITT SAFETY COMMITTEE

The HITT Safety Committee is comprised of senior leadership, Chief Executive Officer Kim Roy and Co-Presidents Jeremy Bardin and Drew Mucci. The committee strategizes on company-wide safety practices to elevate the company's safety protocols and culture.

MISSION CRITICAL SAFETY MEASURES

Certain types of construction are inherently more risk-affiliated work and require additional safety measures.

Project management teams and the Safety department collaborate effort to guarantee every aspect of the particular work type is considered for the safety of the team, guests, tenants, and jobsite.

TECHNOLOGY

There is innate risk when working within live data center environments. Technology sector project teams follow specific protocols for work interfacing with any live-space items. They take specific steps to prevent impact to the infrastructure, which can range from systems servers to preexisting power supply and distribution channels.

Live data center work requires pre-planning initiatives. Safety standdowns, including live demonstrations, occur monthly on HITT's mission critical projects. The sector's safety orientations are customized for data center construction. Utilizing AHAs and pre-task plans (PTPs) are critical in these high-risk environments. PTPs are led by the foreman for each subcontractor on a project and identify the hazards associated with their day's work and details for controlling those risks. The on-site superintendent has responsibility for ensuring PTPs are completed and reviewing the plans with the on-site teams before beginning the work.

The most important safety protocol for live data center construction is establishing multiple levels of security throughout the space. In live data center spaces,





A union company, American HITT is affiliated with Locals 66 and 79. American works with New York City Department of Buildings (NYCDOB) to continually abide by the specific New York City OSHA standards.

there are two end users for the HITT project team to consider while implementing safety protocol; the client who HITT contracted with to construct the data center and the tenants that will lease the space from our client. It is critical to ensure the work being completed is separated from occupied tenant spaces. We install physical barricades for protection between the tenant spaces and the construction.

HEALTHCARE

When working in any occupied healthcare facility, the primary concern must be for the safety of the patients. Our Healthcare sector has expertise in implementing Infection Control Risk Assessment (ICRA) measures. A critical aspect is mitigating the transfer of infection and disease. We ensure every healthcare jobsite takes the most aggressive approach ensuring complete isolation of our construction work within occupied spaces. All Healthcare team members hold a Healthcare Construction Certificate (HCC) or are a Certified Healthcare Constructor (CHC). This unique requirement, above and beyond the industry standard, further reinforces the team's understanding and expertise in the intrinsic risks of working within active healthcare settings where patient care is taking place.

REGIONAL SAFETY MEASURES

While the United States operates all construction practices under federal OSHA regulations, there are regions that have individual requirements requiring careful attention. HITT's Safety department has regional experts to handle work nationwide, but project teams can also request to utilize consultants as deemed necessary. The Safety department reviews the project's risks, the local resources, and determines if engaging a third party expert is recommended. Is so,

the safety department works with senior leadership and the project team to engage the most appropriate consultant.

The following regional offices have a designated safety manager due to the geographic region's unique safety requirements. These safety managers take extra precautions to meet all state-specific safety requirements. Knowledge of the specific additional requirements prior to beginning construction ensures all precautions are in place early.

WEST COAST

California and Washington state each have state-run OSHA regulations which vary significantly from federal OSHA standards. HITT Safety collaborated with the regional offices in these states to create state-specific safety manuals that ensure compliance.

NEW YORK CITY

New York City's safety regulations are governed by the New York City Department of Buildings (NYCDOB). NYCDOB standards include federal OSHA regulations as well as City-specific regulations; within the City, these regulations supersede OSHA standards. The NYCDOB regulations include required industry training to navigate tight jobsites as well as individual certifications for superintendents to complete larger-scale projects.

Our New York office, operating as American HITT, provides construction services for corporate interiors, mission critical, law firms, hospitality, healthcare, higher education, Federal, and commercial mixed-use projects. A union company, American HITT is affiliated with Locals 66 & 79. American HITT works with NYCDOB to continually abide by New York City-specific OSHA standards.

SAFETY RECORD

HITT's aggressive approach to safety has proven successful, as evidenced by our Experience Modification Rate (EMR), which has been less than 0.76 since 1989.

Currently 0.74, our EMR is among the lowest in the industry. HITT has won numerous industry awards for both safety and quality craftsmanship, demonstrating our capability to provide high-quality construction projects safely.

	2020	2019	2018
Experience modification rate (EMR)	0.70	0.60	0.52
Days away from work (DAFW)	0.31	0.35	0.90
Incident rate	0.93	0.98	1.53
Days away, restricted, or transferred (DART)	0.77	0.62	0.99

AWARD-WINNING PROGRAM

As HITT continues to expand nationwide, we constantly seek to improve our safety processes, always challenging the industry standards. Below are highlights from our safety program from the past three years:

- Diamond Safety Training and Evaluation Process (STEP) Award, ABC Georgia, 2019
- Award of Safety Excellence, ABC Georgia, 2019
- Chesapeake Regional Safety Council Platinum (CRSC) Safety Award, 2018
- General Contractor Safety Program Award, American Subcontractors Association (ASA) Metro Washington, 2017
- Platinum Award for Safety Excellence + Gold Award for Safety Sponsorship, National Safety Council—Chesapeake Region, 2017
- Diamond STEP Award, ABC Georgia, 2017
- Award of Safety Excellence, ABC Georgia, 2017
- Paragon Award, ABC Virginia, 2016
- Platinum STEP Award, ABC National, 2016
- Platinum STEP Award, ABC Virginia, 2016
- Diamond STEP Award, ABC Metro Washington, 2016



Supplemental Information

BID RESPONSE FOR 211001 ADDENDUM 1 (JOC)

COVID-19 PROTOCOLS

HITT Contracting has protocols and processes in place to adapt to fit the local requirements in response to the COVID-19 pandemic. HITT can accommodate the requirements for any jobsite whether it be only vaccinated personnel on site or requiring masks and enforcing six-foot spacing between individuals, we are dedicated to keeping all team members and subcontractors safe on any HITT jobsite. Some of processes include:

- Print and post the required COVID-19 signage
- Establish screening checkpoints to ensure that persons exhibiting any symptoms of illness will not be permitted to access the jobsite
- Mandate frequent handwashing / sanitizing
- Ensure high-contact surfaces are thoroughly cleaned and sanitized

For more information on HITT's COVID-19 protocols, please contact the HITT HR Team at HR@hitt-gc.com.